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Attorney for Plaintiff, Brenda Spies

UNITED STATES DISTRICT COURT,

NORTHERN DISTRICT OF CALIFORNIA

BRENDA SPIES, Plaintiff, vs. LIFE INSURANCE COMPANY OF NORTH AMERICA, Defendant. _______________________________/	CASE NO. COMPLAINT 29 USC §1132(a)(1)(B)

PLAINTIFF, BRENDA SPIES, ALLEGES AS FOLLOWS:

JURISDICTION

1. This action arises under the Employee Retirement Income Security Act of 1974, 29 USC §§1001 et seq., and more particularly 29 USC §1132(a)(1)(B) thereof. This court has jurisdiction under 29 USC §1132(f), which grants to the federal courts concurrent jurisdiction to determine claims under 29 USC §§1001 et seq.

2. Venue is proper under 29 USC §1132(g) in that the defendants do business within the jurisdictional

limits of the United States District Court Northern District of California.

3. Plaintiff is a resident of Danville, California.

4. Plaintiff is informed and believes that Defendant, Life Insurance Company of North America (hereinafter "LINA"), was and is a Pennsylvania corporation, with its principal place of business in Philadelphia, Pennsylvania.

ALLEGATIONS CONCERNING RELIEF SOUGHT

5. Ms. Spies, age 53, has remained continuously disabled from her occupation as a Staples account executive since Spring 2014, with her conditions, lupus and bullous pemphigold, continuing to require constant medical treatment with extremely painful and life threatening symptoms that alternately activate and go into remission. Since the symptoms are so painful and debilitating, Ms. Spies is ordered for her health and safety to not return to any employment in order to lessen the chance that stress will activate her symptoms. Due to her aggressive and recurring lupus plaintiff cannot work in any occupation at this time, as found by the Social Security Administration. Accordingly, Ms. Spies applied for benefits under defendant's long-term disability plan. Long-term disability benefits were granted and paid for two years. Without any change in medical opinions, or lessening in the

significance and impact of Ms. Spies' medical condition, defendant denied continuing LTD benefits. Plaintiff appealed defendant's denial of benefits as required by her insurance contract, that appeal was denied by defendant, and now plaintiff has filed this lawsuit for reinstatement of her long term disability benefits.

6. When plaintiff was determined to be totally disabled in 2016, there was in existence for all Staples employees, including the plaintiff, a certain long term disability insurance plan through defendant.

7. The long term disability insurance plan was to provide disability payments to any employee covered by the plan, including plaintiff, who suffered a total disability, as defined by the plan.

8. Plaintiff's severe lupus and bullous pemphigold led to a total disability from her own occupation, and then any occupation, as determined by her medical doctors, and she applied for benefits under the long term disability insurance plan administered by defendants. Plaintiff's application for benefits was based on the opinion of plaintiff's treating physician that she could not return to work in her former occupation, and now any occupation, due to her medical conditions.

9. Plaintiff's personal physicians stated that

plaintiff was in fact disabled from returning to the work force.

10. Plaintiff accordingly applied for benefits under defendant's long term disability plan, and was denied further benefits following 24 months of payment. Plaintiff appealed defendant's decision and the appeal was denied, exhausting the administrative appeal process. No payments have been received by plaintiff under LINA's long term disability plan since the denial of benefits.

11. Defendants breached their obligation under the long term disability plan by denying coverage for plaintiff's disability payments when plaintiff met all of the criteria set forth in the definition of "Total Disability" under defendant's long term disability insurance policy, arbitrarily relying on their own conclusion that plaintiff was no longer disabled from any occupation for which she was qualified.

12. Plaintiff at all times herein mentioned has performed all the terms and conditions of the defendant's long term disability plan on her part to be performed.

13. As a proximate result of defendant's failure and refusal to perform its obligations under the long term disability plan, plaintiff has been compelled to retain

counsel to protect her rights under the plan, incurring legal fees and costs that are recoverable pursuant to 29 USC §1145.

WHEREFORE, plaintiff prays judgment against defendant as follows:

1. For compensatory damages;

2. For costs of suit herein;

3. For prejudgment interest;

4. For reasonable attorney fees paid by plaintiff pursuant to 29 USC §1145;

5. For such other and further relief as the court may deem proper.

DATED: April 7, 2017 Law Offices Of P. Randall Noah

By: /s/ P. Randall Noah

P. Randall Noah
Attorney for Plaintiff,
Brenda Spies